

## **REQUEST FOR BIDS**

The Town of Colchester, VT is requesting bids for the collection of trash and recyclables over a three (3) year period. Copies of the contract documents may be obtained at the Town Offices at 781 Blakely Road, Colchester, by calling (802) 264-5620 or by visiting [www.colchestervt.gov](http://www.colchestervt.gov).

# **TOWN OF COLCHESTER**



## **REQUEST FOR BIDS FOR TRASH & RECYCLABLES COLLECTION**

## INFORMATION FOR BIDDERS

BIDS for a three (3) year contract for the weekly collection of trash and recyclables from seven (7) Town owned facilities (herein called the PROJECT), will be received by the Town of Colchester (herein called the OWNER), at the Colchester Town Office at 781 Blakely Road, Colchester, VT 05446 until **5:00 P.M. Standard Time on December 20, 2010.**

Each BID must be submitted in a sealed envelope addressed to the Town of Colchester at the above address. Each envelope must be plainly marked on the outside as **Bid for Trash and Recyclables Collection** and should bear the name and address of the submitting party (herein called the BIDDER). If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at the Town of Colchester, P.O. Box 55, Colchester, Vermont 05446.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the opening of BIDS. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

In the event there is any discrepancy in the BID between any unit price and the extended total, the unit price shall govern and the extended total shall be corrected accordingly. No BID will be accepted which does not contain a unit price for the items in this BID.

At the time of the opening of BIDS, each BIDDER will be presumed to be thoroughly familiar with the CONTRACT DOCUMENTS (including all addenda). The failure or omission of any BIDDER to receive or examine any form, instrument, or documents shall in no way, relieve any BIDDER from the obligation in respect to his BID.

The CONTRACT DOCUMENTS contain the provisions required for the PROJECT. Information obtained from any officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the BIDDER or relieve him from fulfilling any of the conditions of the contract.

The BIDDER to whom the contract is awarded will be required to execute the Agreement within ten (10) business days from the date when NOTICE OF AWARD is delivered to the BIDDER.

The party to whom the contract is awarded shall provide a work schedule to the OWNER ten (10) days before start of the work.

The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the PROJECT contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsive, responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the PROJECT shall apply to the contract throughout. This PROJECT is subject to all of the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974. The BIDDER is urged to become familiar with the requirements of these regulations.

The BIDDER awarded the CONTRACT shall supply the names and addresses of major supplies and subcontractors used.

The chosen BIDDER shall not commence any PROJECT work until all the insurance required hereunder has been obtained and such insurance has been approved by the OWNER, nor shall the BIDDER allow any subcontractor to commence the PROJECT until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the OWNER shall not relieve or decrease the liability of the BIDDER hereunder. An up to date Certificate of Insurance shall be provided for each year of the contract with a minimum of \$100,000/\$300,000 Personal Injury Liability coverage and \$100,000 Property Damage coverage for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this PROJECT, whether such operations by himself or by any subcontractor or by anyone directly or indirectly employed by either of them.

## INDEMNIFICATION

The BIDDER shall and does hereby agree to indemnify, save harmless and defend the OWNER from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damages to property caused by the BIDDER, the BIDDER's employees, agents of subcontractors or in any way attributable to the performance and prosecution of the work herein contracted for, including (but without limiting the generality of the foregoing) all claims for service, labor performed, materials furnished, provisions and supplies, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense. It is the intention of this paragraph to hold the BIDDER responsible for the payment of any and all claims, suits, or liens, of any nature and character in any way attributable to or asserted against the OWNER, or the OWNER and BIDDER, or which the OWNER may be required to pay. In the event the liability of the BIDDER shall arise by reason of the sole negligence of the OWNER and/or the sole negligence of the OWNER's agents, servants or employees, then and only then, the BIDDER shall not be liable under the provisions of this paragraph.

## BID FORM

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as \_\_\_\_\_, (a corporation, partnership or individual) to the Town of Colchester (hereinafter called "OWNER").

The BIDDER declares as follows:

- (1) the only parties interested in this BID as Principals are named herein;
- (2) this BID is made without collusion with any other person, firm, or corporation;
- (3) no officer or agent of the OWNER is directly or indirectly interested in this bid;
- (4) the annexed proposed CONTRACT AGREEMENT has been examined carefully;
- (5) the quantities of work tabulated in this BID are subject to an increase or decrease or deletion as deemed necessary by the OWNER dependant on available funding. Such changes shall not affect unit pricing;
- (6) the PROJECT is to commence on the date specified in the NOTICE TO PROCEED;
- (7) receipt of the following addenda: (to be completed by the BIDDER at the time of submission)
  - a) \_\_\_\_\_
  - b) \_\_\_\_\_
  - c) \_\_\_\_\_

If this BID is accepted, the BIDDER proposes and agrees that a CONTRACT will be entered into with the OWNER, in accordance with the copy of the contract documents deposited in the office of the OWNER, this BID form being part of and included in a copy of said documents, to provide all necessary equipment specified in this contract in the manner and time therein prescribed and according to the requirements of the OWNER as therein set forth and that BIDDER will take in full payment for each item of work thereof, the unit price applicable to that item as stated in the schedule below.

The BIDDER proposes to provide the following receptacles in the locations noted in Appendix A, as well as disposal of trash and recyclables thereof, including anticipated rate increases per unit for years two (2) and three (3). Disposal shall take place weekly during regular business hours between 8:00 AM and 3:00 PM. All containers shall be in good condition with closable covers.

Item	Qty.	Price each per month	Price total per month	<u>Year 2:</u> Price each per month	<u>Year 3:</u> Price each per month
commercial toter for recyclables	9	\$	\$	\$	\$
commercial toter for trash	3	\$	\$	\$	\$
2yd <sup>3</sup> container for recyclables	3	\$	\$	\$	\$
2yd <sup>3</sup> container for trash	3	\$	\$	\$	\$
4yd <sup>3</sup> container for trash	2	\$	\$	\$	\$
6yd <sup>3</sup> container for trash	1	\$	\$	\$	\$
<b>TOTAL:</b>		<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

Additional charges, such as service fees and fuel surcharges:

Additional Charges	Total Monthly Charge
	\$
	\$
	\$
	\$

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature & Title of Bidder

\_\_\_\_\_  
Date

## NOTICE OF AWARD

TO: \_\_\_\_\_

PROJECT DESCRIPTION: Town of Colchester Trash & Recyclables Collection

The OWNER has considered the BID submitted by you for the above described PROJECT in response to its Information for Bidders dated December 6, 2010.

You are hereby notified that your BID has been accepted.

You are required by the Information for Bidders to execute the AGREEMENT and furnish the required BIDDER'S certificates of insurance, within ten (10) business days from the date of this Notice to you.

If you fail to execute said AGREEMENT and to furnish said certificate within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this *NOTICE OF AWARD* to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

## ACCEPTANCE OF NOTICE

Receipt of the above *NOTICE OF AWARD* is hereby acknowledged.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature & Title of Bidder

\_\_\_\_\_  
Date

## AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the Town of Colchester hereinafter called the OWNER and \_\_\_\_\_, doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "BIDDER".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The BIDDER will provide trash and recycling receptacles as well as disposal thereof (herein called the PROJECT), as described in the CONTRACT DOCUMENTS.

2. The BIDDER will furnish all the equipment, labor, and other services necessary for the completion of the PROJECT described herein.

3. The BIDDER will commence the work required by the CONTRACT DOCUMENTS on the date specified in the NOTICE TO PROCEED for three (3) consecutive years.

4. The BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS.

5. The term CONTRACT DOCUMENTS means and includes the following:

- i. Information For Bidders
- ii. Bid Form
- iii. Agreement
- iv. Notice Of Award
- v. Notice To Proceed
- vi. Appendix A
- vii. Addenda: No. \_\_\_\_\_ dated \_\_\_\_\_, 20 \_\_\_\_.  
No. \_\_\_\_\_ dated \_\_\_\_\_, 20 \_\_\_\_.

6. The OWNER will pay the BIDDER monthly. Invoices must be broken down by facility (see Appendix A) with subtotals for each.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, and assigns.

8. This is a three (3) year contract.

9. In the event of unforeseen circumstances, the BIDDER or OWNER reserves the right to terminate this contract with cause, with sixty (60) days notice.



IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date first above written.

OWNER: TOWN OF COLCHESTER

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

BIDDER:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

**Certificate of Acknowledgement  
Contractor of a Corporation  
for CONTRACT AGREEMENT**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.  
before me personally came \_\_\_\_\_,  
to me known, who being duly sworn did say as follows:  
that he resides at \_\_\_\_\_  
and is the \_\_\_\_\_  
of \_\_\_\_\_, the corporation described in and which executed the  
foregoing instrument; that he knows the corporate seal or said corporation; that the seal affixed to the  
foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of  
said corporation; and that by the like order he signed thereto his name and official designation.

\_\_\_\_\_  
Notary Public (Seal)

My commission expires \_\_\_\_\_

## NOTICE TO PROCEED

**TO:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PROJECT:** Town of Colchester Trash & Recyclables Collection

You are hereby notified to commence work on \_\_\_\_\_ in accordance with the Agreement dated \_\_\_\_\_.

**OWNER:** TOWN OF COLCHESTER

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

# **APPENDIX A**

## **Locations & Equipment**

## Locations & Equipment

### **Town Offices (781 Blakely Road)**

1 ó six cubic yard container for trash  
4 ó commercial toters for recyclables

### **Police (835 Blakely Road)**

1 ó commercial totter for recyclables  
2 ó commercial toters for trash

### **Town Garage (711 Blakely Road)**

1 ó two cubic yard container for trash  
1 ó commercial totter for recyclables

### **Rescue (687 Blakely Road)**

1 ó two cubic yard container for trash  
1 ó two cubic yard container for recyclables  
1 ó commercial totter for recyclables  
1 ó commercial totter for trash

### **Burnham Memorial Library (898 Main Street)**

1 ó two cubic yard container for trash  
2 ó commercial toters for recyclables

### **Bayside Park (Blakely Road) ó service May through October only**

1 ó four cubic yard container for trash  
1 ó two cubic yard container for recyclables

### **Airport Park (Colchester Point Road) ó service May through October only**

1 ó four cubic yard container for trash  
1 ó two cubic yard container for recyclables